



**2021-771162** 7/30/2021 9:04 AM PAGE: 1 OF 5  
 FEES: \$24.00 PK MODIFICATION OF MORTGAGE  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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**MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is July 27, 2021. The parties and their addresses are:

**MORTGAGOR:**

**AXE, LLC**  
 A Wyoming Limited Liability Company  
 782 Big Goose Rd  
 Sheridan, WY 82801

**LENDER:**

**FIRST FEDERAL BANK & TRUST**  
 Organized and existing under the laws of the United States of America  
 671 Illinois Street  
 Sheridan, WY 82801

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated October 20, 2020 and recorded on October 23, 2020 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at 2020-763125 and covered the following described Property:

See Attached Exhibit 'A'

The property is located in Sheridan County at 2571 N. Main St., Sheridan, Wyoming 82801.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated October 20, 2020, from Casey Dean



Osborn Revocable Living Trust, Dated December 28, 2016 (Borrower) to Lender, with a modified loan amount of \$4,400,000.00 and maturing on August 1, 2044.

(b) Future Advances. All future advances from Lender to Casey Dean Osborn Revocable Living Trust, Dated December 28, 2016 under the Specific Debts executed by Casey Dean Osborn Revocable Living Trust, Dated December 28, 2016 in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Casey Dean Osborn Revocable Living Trust, Dated December 28, 2016 either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Casey Dean Osborn Revocable Living Trust, Dated December 28, 2016 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.




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*SK*  
*ASO*

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

AXE, LLC


By  (Seal)  
Casey D. Osborn, Secretary for Casey Dean Osborn Revocable Living Trust, Dated December 28, 2016

By Seven Pillars Resources, Limited Liability Company, Member

By  (Seal)  
Susan J. Osborn, Treasurer

**LENDER:**

First Federal Bank & Trust

By  (Seal)  
DJ Dearcorn, Senior Vice President

**ACKNOWLEDGMENT.**



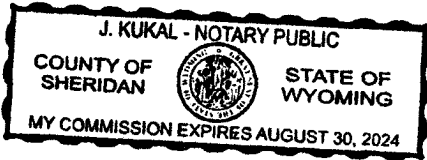
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**ACKNOWLEDGMENT.**

COUNTY OF SHERIDAN, STATE OF WYOMING ss.

This instrument was acknowledged before me this 27 day of July,  
2021 by Casey D. Osborn, Trustee for Casey Dean Osborn Revocable Living Trust, Dated  
December 28, 2016.

My commission expires:



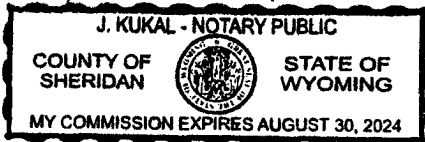
J. Kukul  
(Notary Public)

**(LENDER ACKNOWLEDGMENT)**

COUNTY OF SHERIDAN, STATE OF WYOMING ss.

This instrument was acknowledged before me this 27 day of July,  
2021 by DJ Dearcorn as Senior Vice President of First Federal Bank & Trust.

My commission expires:



J. Kukul  
(Notary Public)

9/20/21  
CSO

**EXHIBIT 'A'**

**All that portion of Blocks 5, 6, 7, 8 and 9, including vacated alleys, Stevens and Lonabaugh Avenues and Canfield Street, Suburban Homes Company Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows:**

**Beginning at the southeast corner of Block 4 of said Suburban Homes Company Addition, said corner being marked with a highway right of way brass cap set in concrete; thence N. 0°39'26" E., 58.96 feet to an iron pin; thence N. 66°41'00" E., 519.06 feet to an iron pin; thence S. 23°19'00"E., 333.66 feet to an iron pin; thence S. 66°41'00" W., 524.59 feet to a point; thence N. 23°45'34" W., 179.87 feet to a point; thence S. 66°41'00" W., 103.00 feet to a point; thence N. 7°20'43" W., 41.61 feet to a highway right of way brass cap set in concrete; thence N. 27°52'13" E., 95.62 feet to the point of beginning.**

**AND**

**All that portion of Blocks 5 and 6, including alleys, Stevens and Lonabaugh Avenues, Suburban Homes Company Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows:**

**Beginning at a point located N 0°39'26" E., 58.96 feet from the southeast corner of Block 4 of said Suburban Homes Company Addition, said corner being marked with a highway right of way brass cap set in concrete; thence N 0°30'26" E., 175.55 feet to a highway right of way brass cap set in concrete; thence N 25°45'11" E., 252.20 feet to a highway right of way brass cap set in concrete; thence through a curve to the right having a central angle of 90°59'17" and a radius of 80.00 feet for a curve length of 285.85 feet, the chord of which bears N 63°19'39" E., 257.64 feet to an iron pin; thence S 23°19'00" E., 340.72 feet to an iron pin; thence S 66°41'00" W., 519.06 feet to the point of beginning.**

**AND**

**All that portion of Blocks 6 and 7, Lonabaugh Avenue and Canfield Street, Suburban Homes Company Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows:**

**Beginning at an iron pin which is located N 0°39'26" E., 58.96 feet and N 66°41'00" E., 519.06 feet from the southeast corner of Block 4, of said Suburban Homes Company Addition, said corner being a highway right of way brass cap set in concrete; thence N 23°19'00" W., 340.72 feet to a point on the highway right of way curve, said point being an iron pin; thence along the highway right of way curve through a central angle of 14°8'36" and a radius of 180 feet for a curve length of 44.43 feet, the chord of which bears S 62°31'30" E., 44.32 feet to a highway right of way brass cap set in concrete; thence S 54°25'45" E., 273.30 feet to a highway right of way brass cap set in concrete; thence S 9°35'00" E., 418.00 feet along the west edge of a county road to an iron pipe; thence S66°41'00" W., 70 feet to an iron pin; thence N 23°19'00" W., 333.66 feet to the point of beginning.**

**EXCEPTING THEREFROM that certain parcel of land as contained in Warranty Deed conveyed to The City of Sheridan, recorded May 5, 2016, Book 559, Page 561.**

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